

Resub

10-26-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



101886901

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

7/23/01

1. Name of conveying party(ies): MARKETORDER.COM, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State WASHINGTON Other

Additional name(s) of conveying party(ies) attached? Yes No

- 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/13/01

2. Name and address of receiving party(ies) Name: AGILITY CAPITAL, LLC

Internal Address:

Street Address: 809 PRESIDIO AVE, SUITE B City: SANTA BARBARA State: CA Zip: 93101

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

N/A

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/098229 75/725999 76/174873

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JEFFREY CARMODY

Internal Address: c/o

AGILITY CAPITAL, LLC

Street Address: 809 PRESIDIO AVE, SUITE B

City: SANTA BARBARA State: CA Zip: 93101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$

- Enclosed UNKNOWN Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JEFFREY S. CARMODY Name of Person Signing

Signature

7/19/01 Date

Total number of pages including cover sheet, attachments, and document: 27

10/26/2001 6TOM11 00000148 76098229

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 50.00 OP

TRADEMARK REEL: 2389 FRAME: 0729

Honorable Linda Lau

FILED
KING COUNTY, WASHINGTON

**CERTIFIED
COPY**

APR 13 2001

SUPERIOR COURT CLERK

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

AGILITY CAPITAL, L.L.C., a California limited liability company,	}	
	Plaintiff,	
v.		
MARKETORDER.COM, INC., a Washington corporation,	}	
	Defendant.	

NO. 01-2-09559-5SEA

ORDER FOR IMMEDIATE
TURNOVER (REPLEVIN) OF
COLLATERAL

THIS MATTER came before the Court on Thursday, April 12, 2001 for hearing on an Order to Show Cause dated March 28, 2001 requiring defendant, MarketOrder.com, Inc., to appear and show cause why plaintiff, Agility Capital, L.L.C. ("Agility") should not be granted immediate possession (replevin) of certain property of MarketOrder.com constituting the collateral of Agility pursuant to that certain Loan and Security Agreement dated as of February 15, 2001 between Agility, as lender, and MarketOrder.com, as borrower. Agility appeared at the hearing through its attorney, J. David Stahl of Mundt MacGregor L.L.P. MarketOrder.com failed to appear at the hearing, but has agreed to the entry of this Order as indicated by the signature of its counsel, Bradford A. Steiner of Steiner Norris, P.L.L.C., below.

ORIGINAL

ORDER FOR IMMEDIATE TURNOVER
(REPLEVIN) OF COLLATERAL - 1

MUNDT MACGREGOR L.L.P.
ATTORNEYS AT LAW

000 Third Avenue, Suite 4200, Seattle, WA 98101-3200

TRADEMARK
REEL: 2389 FRAME: 0730

Findings and Conclusions

1
2 1. Agility, as Lender, and defendant, MarketOrder.com, as
3 Borrower, are parties to that certain Loan and Security Agreement dated as of
4 February 15, 2001. Pursuant to that Agreement, Agility has extended a loan to
5 MarketOrder.com in the principal amount of approximately \$800,000.00 and has
6 incurred certain out-of-pocket expenses for which MarketOrder.com is also
7 responsible to repay. As security for the loan, MarketOrder.com has granted Agility
8 a security interest in MarketOrder.com's tangible and intangible personal property
9 (hereinafter, the "Collateral"), as more fully defined in Exhibit A to the Loan and
10 Security Agreement. A copy of Exhibit A to the Loan and Security Agreement is
11 attached to this Order as Appendix 1 and incorporated herein by reference.

12 2. It appears that Agility has taken the steps necessary to perfect
13 its security interest in the Collateral by filing a UCC-1 financing statement with the
14 Washington State Department of Licensing on February 15, 2001 and by filing a
15 separate Intellectual Property Security Agreement dated as of February 8, 2001 with
16 the United States Patent and Trademark Office and the United States Copyright
17 Office.

18 3. It appears that MarketOrder.com has defaulted on the Loan and
19 Security Agreement, in that, among other things, it has failed to pay monthly
20 interest in arrears when due and has become generally unable to pay its debts when
21 due. Moreover, Agility's loan to MarketOrder.com matured on March 31, 2001, and
22 Agility has failed to repay the loan.

23 4. Pursuant to the terms of the Loan and Security Agreement and
24 Section 9-503 of the Uniform Commercial Code, RCW 62A.9-503,
25 MarketOrder.com's default entitles Agility to immediate possession (turnover) of
26 the Collateral securing its loan.

1 5. The Collateral does not appear to have been taken for a tax,
2 assessment, or fine pursuant to a statute, nor seized under an execution or
3 attachment against the property of Agility.

4 6. It appears from the affidavit of service on file that
5 MarketOrder.com was duly served on March 29, 2001, with a certified copy of the
6 Order to Show Cause re: Writ of Replevin, dated March 28, 2001 together with a
7 copy of the Declaration of Robert L. Skinner dated March 28, 2001 filed in support of
8 Agility's application.

9 7. Agility has satisfied the requirements for an Order of Replevin
10 granting Agility immediate possession of the Collateral in accordance with the
11 Washington Replevin Statute, RCW Chapter. 7.64.

12 Order

13 On the basis of the foregoing Findings and Conclusions, IT IS HEREBY
14 ORDERED as follows:

15 1. The motion of plaintiff, Agility Capital, L.L.C., for an Order of
16 Replevin is GRANTED.

17 2. Agility is entitled to and hereby granted immediate possession
18 (replevin) of all tangible and intangible personal property of defendant,
19 MarketOrder.com, Inc., wherever located, constituting Agility's Collateral as defined
20 in Exhibit A to that certain Loan and Security Agreement dated as of February 15,
21 2001 between Agility, as Lender, and MarketOrder.com, as Borrower, and as defined
22 in Exhibits A, B and C to that certain Intellectual Property Security Agreement dated
23 as of February 8, 2001 between Agility, as Lender, and MarketOrder.com, as
24 Grantor. Copies of Exhibit A to the Loan and Security Agreement and Exhibits A, B
25 and C to the Intellectual Property Security Agreement are attached to this Order as
26 Appendix 1 and incorporated herein by reference.

1 3. Without limiting the scope of paragraph 2 of this Order, the
2 Collateral as to which Agility is entitled to and granted immediate possession of
3 pursuant to this Order includes, without limitation, the computer equipment and
4 other property listed on the schedule titled "Network Operations Center" attached
5 to this Order as Appendix 2, any and all source code, software and other intellectual
6 property of MarketOrder.com, and any and all other tangible or intangible property
7 presently located at any of the following current or former business premises of
8 MarketOrder.com: (a) 101 Yesler Way, Suite 201, Seattle, Washington, 98104; (b) 810
9 Third Avenue, Suite 637, Seattle, Washington, 98104; and (c) 7110 Forest Avenue,
10 Suite 201, Richmond, Virginia, 23226.

11 4. Without limiting the scope of paragraph 2 of this Order, the
12 Collateral as to which Agility is entitled to and granted immediate possession of
13 pursuant to this Order also includes, without limitation, all funds presently held by
14 the following financial institutions in any MarketOrder.com account:

- 15 (a) Key Bank, 700 Fifth Avenue, Seattle, Washington, 98111-0900,
16 including but not limited to Account No. 479681013096;
- 17 (b) Silicon Valley Bank, 4110 Carillon Point, Kirkland, Washington,
18 98033, including but not limited to Account Nos. 3300227902,
19 CD8800052169 and CD8800052164; and
- 20 (c) Imperial Bank, 5330 Carillon Point, Kirkland, Washington,
21 98033, including but not limited to Account No. 0036006161.

22 The financial institutions listed in this paragraph 4 of this Order shall release all such
23 funds to Agility or its authorized representatives upon presentation of a certified
24 copy of this Order and a copy of the Replevin Bond required to be filed pursuant to
25 paragraph 7 of this Order.
26

1 5. MarketOrder.com, its officers, directors, employees and agents
2 shall cooperate with Agility in the peaceful turnover of the Collateral to Agility in
3 accordance with this Order. Pending such turnover, MarketOrder.com, its officers,
4 directors, employees and agents shall refrain and are enjoined from selling,
5 transferring, moving, secreting, encumbering or in any other manner disposing of or
6 impairing the Collateral or any proceeds of the Collateral.

7 6. The Sheriff of this County is hereby directed, upon the filing of
8 the Replevin Bond required by paragraph 7 of this Order and Agility's satisfaction
9 of such other customary conditions or arrangements as the Sheriff may require, to
10 put Agility in possession of such Collateral in accordance with RCW 7.64.047,
11 wherever such Collateral may be located. The Sheriff is authorized to break and
12 enter a building or enclosure, if necessary, to effectuate and carry out this Order.

13 7. This Order shall become effective upon the filing by Agility of a
14 Replevin Bond approved by the Court in the amount of \$5,000.00 as required by
15 RCW 7.64.035(b).

16 8. The Temporary Restraining Order and Order to Show Cause
17 Why Preliminary Injunction Should Not Issue previously entered in this action on
18 March 28, 2001 is hereby VACATED and of no further force and effect and the Bond
19 on Injunction in the amount of \$5,000.00 is hereby EXONERATED and
20 DISCHARGED.

21 ^{9.1}
DATED this 1 day of April, 2001.

22
23
24 
Honorable Linda Lau

25 *J.S. [unclear]*
D.W.B.
9. This Order is without prejudice to any landlord
lien rights, if any, of First & Foster, LLC, with respect to
the Collateral, including the right to intervene in this
proceeding at a later date, if necessary.

ORDER FOR IMMEDIATE TURNOVER
(REPLEVIN) OF COLLATERAL - 5

MUNDT MACGREGOR LLP
ATTORNEYS AT LAW

000 THE [unclear] COURT [unclear] WASH DC 20004

TRADEMARK
REEL: 2389 FRAME: 0734

1 Presented by:

2 MUNDT MacGREGOR L.L.P.

3
4 By *David Stahl*
5 David Stahl
6 WSB No. 14113
Attorneys for Plaintiff,
Agility Capital, L.L.C.

7
8 Entry Approved; Notice of
Presentation Waived:

9 STEINER NORRIS, P.L.L.C.

10
11 By *Bradford A. Steiner* TELEPHONE AUTHORIZATION
12 WSB No. 18948 4-13-01 *JSW*
13 Attorneys for Defendant, BRADFORD A. STEINER
MarketOrder.com, Inc.

14
15 Approved As To Form

16
17
18 By *David W. Bever*
19 David W. Bever
20 WSB 117084
Attorneys For Lender
First & Keeler, L.L.C.

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22 JDST, PLDGS, FORDERTURNOVER-3131-001A.DOC

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24
25
26
ORDER FOR IMMEDIATE TURNOVER
(REPLEVIN) OF COLLATERAL - 6

MUNDT MACGREGOR LLP
ATTORNEYS AT LAW

999 Third Avenue - Suite 4210, Seattle, Washington 98104-4007

TRADEMARK
REEL: 2389 FRAME: 0735

EXHIBIT A
COLLATERAL

The Collateral shall consist of all right, title and interest of the Company in and to the following, in each case whether now owned or hereafter acquired by the Company:

- (a) All present and future accounts, general intangibles and other rights of the Company to the payment of money no matter how evidenced, all chattel paper, instruments and other writings evidencing any such right, and all goods repossessed or returned in connection therewith;
- (b) All inventory of the Company, now owned or hereafter acquired, and all raw materials, work in process, materials used or consumed in the Company's business and finished goods, together with all additions and accessions thereto and replacements therefor, and products thereof;
- (c) All equipment of the Company, now owned or hereafter acquired, including, without limitation, all vehicles (including motor vehicles and trailers) machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures and all attachments, accessories, replacements, substitutions, additions, and improvements to any of the foregoing;
- (d) All documents, letters of credit and rights to proceeds of letters of credit, instruments and investment property of the Company, now owned or hereafter acquired, and all new, substituted and additional documents, securities and instruments issued with respect thereto, all voting or other rights now or hereafter exercisable and all cash and noncash dividends, interest and other property now or hereafter receivable with respect to any of the foregoing, whether such certificates, documents and instruments are in the possession of the Company or a financial intermediary on behalf of the Company;
- (e) All patents and patent applications of the Company and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions;
- (f) All trademarks, service marks and logos of the Company, and all United States, state and/or foreign applications for registration thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Company's business connected with the use of, and symbolized by any of the above, and all property of the Company necessary to produce any products sold under any of the above;
- (g) All copyrights and copyrighted works in which the Company has any right, title, or interest throughout the world, all derivative works thereof, all copyright registrations and all applications therefor, and United States and/or foreign applications for registration and

registrations thereof, and all accounts, accounts receivable and contracts receivable generated by such copyrights;

(h) All computer software programs developed or to be developed by the Company or in which the Company asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; and all tangible property of the Company embodying or incorporating any such programs;

(i) All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations of the Company and all property and assets of the Company, whether tangible or intangible, which are or a person may deem to be intellectual property of the Company;

(j) All rights under any agreement granting any right to use any patent, trademark, copyright, computer software program or any other property or right to property specified in paragraphs (c), (f), (g), (h) or (i) above, whether the Company is the grantor or the grantee under such agreement;

(k) All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to the Company's good will connected with the use of the Collateral and the right to sue therefor;

(l) All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral;

(m) All right, title and interest of the Company in, to and under each contract entered into or to be entered into by the Company, together with any purchase orders or other supplements thereto, as any such contract may be modified, amended or restated from time to time, and all right, title and interest of the Company in and to all moneys and claims for moneys due or to become due to the Company under or arising out of any such contract;

(n) All now existing and hereafter acquired books and records relating to the foregoing collateral and all equipment containing such books and records; and

(o) All Proceeds of the foregoing Collateral; and

(p) Any and all claims, rights and interests in any of the foregoing of the above and all substitutions for, additions and accessions to and proceeds thereof.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The MarketWare order management system - DC	TXu 772,624	11/20/96
The MarketWare order management system - DSP	TXu 772,623	11/20/96
The MarketWare order management system - MarketWare handled	TXu 772,622	11/20/96

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Marketorder Access	76/174873	11/30/00
Marketorder	76/098,229	07/28/00
Marketorder.com	75/725,999	06/14/99

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

RECEIVED

AGILITY CAPITAL, L.L.C., a California
limited liability company,

Plaintiff,

vs.

MARKETORDER.COM, INC., a Washington
corporation,

Defendant.

APR 13 PM 3:29

KING COUNTY
SUPERIOR COURT Case No. 01 - 2 - 09559 - 5SEA
SEATTLE, WA

REPLEVIN BOND

KNOW ALL MEN BY THESE PRESENTS, That we, AGILITY CAPITAL, L.L.C., as Principal, and HARTFORD FIRE INSURANCE COMPANY, as Surety, are held and firmly bound unto the above stated Defendants, as Obligees, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

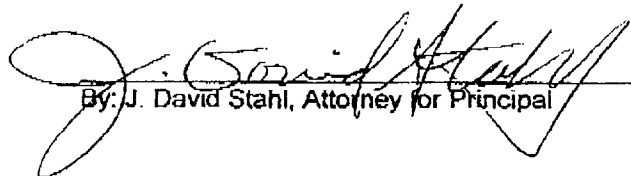
THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal as Plaintiff has commenced an action in the above entitled court against the Defendants for the recovery of certain personal property mentioned and particularly described in this action; and,

NOW, THEREFORE, if the Principal shall prosecute said action and return said property to said Defendants if return thereof be adjudged, and shall pay such sum as may for any cause be recovered against the Plaintiff, then this obligation shall be void; otherwise it shall remain in full force and effect.

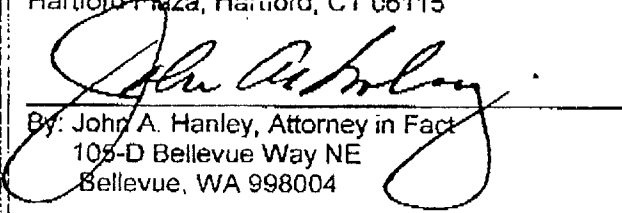
Signed, sealed and dated this 13th day of April, 2001.

Bond No. 52BSBAS3579

PRINCIPAL


By: J. David Stahl, Attorney for Principal

HARTFORD FIRE INSURANCE COMPANY
Hartford Plaza, Hartford, CT 06115


By: John A. Hanley, Attorney in Fact
105-D Bellevue Way NE
Bellevue, WA 998004

LINDA LAU

APPROVED BY _____ on this _____ day of _____, 2001.
(Judge/Commissioner)

THE HARTFORD
 HARTFORD PLAZA
 HARTFORD, CONNECTICUT 06115

- | | |
|---|--|
| <input checked="" type="checkbox"/> Hartford Fire Insurance Company | Twin City Fire Insurance Company <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Casualty Insurance Company | Hartford Insurance Company of Illinois <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Accident and Indemnity Company | Hartford Insurance Company of the Midwest <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Underwriters Insurance Company | Hartford Insurance Company of the Southeast <input type="checkbox"/> |

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**:

JOHN A. HANLEY OF BELLEVUE, WASHINGTON

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak

Jean H. Wozniak
 Notary Public
 My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 28, 2001.

Signed and sealed at the City of Hartford.



Colleen Mastrolanni

Colleen Mastrolanni, Assistant Vice President

Network Operations Center

Qty	Manufacturer	Equipment Description & Model Number	Additional Equipment Description
1	Siecor	LANSCAPE	Network Monitor
2	Cisco	7206 VXR Router	32MB Flash Memory 126MB DRAM Single Port FE Port Adapter 4 Port interface Redundant Power Supply
1	Cisco	PIX 515	Firewall - Unrestricted 4 Port 10/100 Module
1	Cisco	PIX 515	Firewall - Failover 4 Port 10/100 Module
1	Cisco	Arrowpont 11801	Switch Redundant Power Supply System Control Module 8-Port 10/100 Module
1	Cisco	Arrowpont 11154	Switch 12 Port 10/100 Module
1	Cisco	VPN 3000	Concentrator
1	Cisco	VPN 3030	Redundant Hardware Set
1	Cisco	Catalyst 354XL	Switch
2	Cisco	3600	Network Module 16 MB Flash Memory
1	CiscoWorks	2000	Routed LAN Management
1	Sun	For E4501 Server	Sbus Fast/Wide Intelligent SCSI 2 Host Adapter
1	Tanberg	35-70 DLT 7000	Tape Drive
2	Scalar	218 M/7000	2 DLT Tape Drives
1		Fire Suppression Unit	
1	APS	Un-Interruptible Power Supply	
1		Air Conditioning Unit	
100	Telxon	Handheld Computers	960-SL

100	Telxon	Handheld Computer Cradels	960-SC
35	Telxon	Modems for Handheld Computers	ZOOM

STATE OF WASHINGTON } ss.
County of King

I, PAUL L. SHERFEY, Clerk of the Superior Court of the State of Washington, for the County of King, do hereby certify that I have compared the foregoing copy with the original instrument as the same appears on file and of record in my office, and that the same is a true and perfect transcript of said original and of the whole thereof. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office at Seattle this _____

day of _____ 19_____
APR 13 2001 PAUL L. SHERFEY, Superior Court Clerk
By _____ Deputy Clerk

Honorable Linda Lau

FILED
KING COUNTY, WASHINGTON
APR 13 2001
CERTIFIED COPY

SUPERIOR COURT CLERK

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

AGILITY CAPITAL, L.L.C., a California
limited liability company,

Plaintiff,

v.

MARKETORDER.COM, INC., a Washington
corporation,

Defendant.

NO. 01-2-09559-5SEA

NUNC PRO TUNC ORDER

THIS COURT having on this date signed an Order for Immediate Turnover (Replevin) of Collateral, but having inadvertently misdated the Order April 1, 2001 rather than April 13, 2001, and the Court now wishing to clarify that the correct date of the said Order is April 13, 2001,

NOW, THEREFORE, IT IS HEREBY ORDERED that the Order for Immediate Turnover (Replevin) of Collateral entered herein on April 13, 2001 but inadvertently misdated April 1, 2001 by the Court is hereby deemed to have been dated April 13, 2001, nunc pro tunc.

DATED this 13 day of April, 2001.


Hon. Linda Lau

ORIGINAL

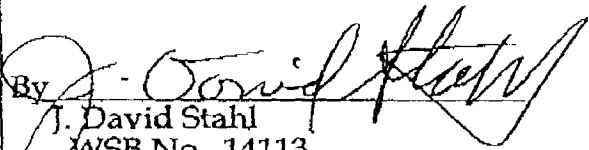
NUNC PRO TUNC ORDER - 1

MUNDT MACGREGOR LLP
ATTORNEYS AT LAW

999 Third Avenue - Suite 4200 - Seattle, Washington - 98104-4082
Telephone: (206) 624-6950

TRADEMARK
REEL: 2389 FRAME: 0746

1 Presented by:
2 MUNDT MacGREGOR L.L.P.

3
4 By 
5 J. David Stahl
6 WSB No. 14113
Attorneys for Plaintiff,
Agility Capital, L.L.C.

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NUNC PRO TUNC ORDER - 2

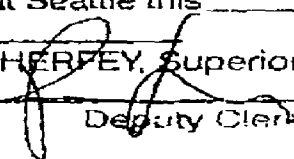
MUNDT MACGREGOR LLP
V I D E O S T A N D A R D L A W

999 Third Avenue · Suite 4200 · Seattle, Washington · 98104-4082
Telephone (206) 624-5950

TRADEMARK
REEL: 2389 FRAME: 0747

STATE OF WASHINGTON } ss.
County of King

I, PAUL L. SHERFEY, Clerk of the Superior Court of the State of Washington, for the County of King, do hereby certify that I have compared the foregoing copy with the original instrument as the same appears on file and of record in my office, and that the same is a true and perfect transcript of said original and of the whole thereof. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office at Seattle this _____ day of APR 13 2001 19_____

PAUL L. SHERFEY, Superior Court Clerk
By  Deputy Clerk

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 75725999

Registration Number: (NOT AVAILABLE)

Mark (words only): MARKETORDER.COM

Current Status: A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Date of Status: 2001-06-06

Filing Date: 1999-06-14

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 101

CURRENT APPLICANT(S)/OWNER(S)

1. MarketWare Corporation

GOODS AND/OR SERVICES

computer software and accompanying documentation for use in connection with order processing management systems

connection with order processing management services provided to others by means of a global computer network and other computer networks; consulting services in the field of order processing management systems; development and design of software for others in the field of order management systems

PROSECUTION HISTORY

2001-03-21 - Case file assigned to examining attorney

2001-03-13 - Report petition to revive - granted

2000-06-14 - Petition to revive - Received

2000-09-07 - Abandonment - Failure to respond

1999-11-24 - Non-final action mailed

1999-11-05 - Case file assigned to examining attorney

1999-11-04 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: Paul F. Norris, Esq.

Address:

PAUL F. NORRIS
STEINER NORRIS PLLC
2318 SECOND AVENUE, SUITE 2000
SEATTLE, WASHINGTON 98121
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 76174873

Registration Number: (NOT AVAILABLE)

Mark (words only): MARKETORDER ACCESS

Current Status: A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Date of Status: 2001-04-05

Filing Date: 2000-11-30

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 103

CURRENT APPLICANT(S)/OWNER(S)

1. MarketOrder.com, Inc.

GOODS AND/OR SERVICES

Software that powers portable applications for use in wholesale and retail order fulfillment among retailers, suppliers, and other members of the supply chain; software to allow supply chain participants to access real-time secure interfaces on a global shared ordering network and other internal networks on which retailers, suppliers and other members of the supply chain can share data relating to orders and related product and management information; user manuals and user guides for use therewith

Management and consulting services wholesale and retail order fulfillment, namely development, design, installation, customization, support and maintenance of computer systems and software to allow retailers, suppliers, and other members of the supply chain to communicate orders and related information and data efficiently via a global computer network and other computer networks, and to place, receive, manage and track orders and related information and data up and down the supply chain; creation, production, customization and modification of user manuals and user guides for use therewith

PROSECUTION HISTORY

2001-04-05 - Non-final action mailed

2001-03-23 - Case file assigned to examining attorney

CONTACT INFORMATION

Attorney of Record: Erin M Karp

TRADEMARK

Address:

ERIN M KARP
STEINER NORRIS PLLC
2318 SECOND AVENUE
SUITE 2000
SEATTLE WA 98121
US

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 76098229

Registration Number: (NOT AVAILABLE)

Mark (words only): MARKETORDER

Current Status: A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Date of Status: 2001-01-19

Filing Date: 2000-07-28

Registration Date: (DATE NOT AVAILABLE)

Law Office Assigned: TMEG Law Office 103

CURRENT APPLICANT(S)/OWNER(S)

1. MarketOrder.com, Inc.

GOODS AND/OR SERVICES

Portable devices for use in replenishment and computer-aided order processing up and down the supply chain involving retailers, wholesalers, distributors, manufacturers and others; software to support replenishment and computer-aided order processing via portable devices and on-site processors and to place, receive, manage and track orders and related information and data up and down the supply chain involving retailers, wholesalers, distributors, manufacturers and others; user manuals and user guides for use therewith

Management and consulting services in the field of order processing, namely development, design, installation, customization, support and maintenance of computer systems and software to allow supply chain participants (including retailers, wholesalers, distributors, manufacturers and others) to communicate orders and related information and data efficiently via a global computer network and other computer networks and to place, receive, manage and track orders and related information and data up and down the supply chain; creation, production, customization and modification of user manuals and user guides for use therewith

Computer systems and software design, development, manufacture, installation, customization, support and maintenance in the field of order processing management up and down the supply chain involving retailers, wholesalers, distributors, manufacturers and others; user manuals and user guides for use therewith

PROSECUTION HISTORY

2001-01-19 - Non-final action mailed

2001-01-08 - Case file assigned to examining attorney

CONTACT INFORMATION

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